

## MEMBERSHIP AGREEMENT, TERMS AND CONDITIONS and DATA PRIVACY POLICY

### Guardian Angel Motorcycle App (Pty) Ltd, TrackBox Technologies (Pty) Ltd & SACAN NPC

#### 1. DEFINITIONS

- 1.1. "Agreement" means this agreement as recorded and concluded in electronic form;
- 1.2. "Business Day" means any day other than Saturday, Sunday or public holiday in the Republic of South Africa;
- 1.3. "Calendar Month" means any calendar month beginning on the first day of the same month and ending on the last day of the same month;
- 1.4. "Client" or "Member" means the person who does hereby subscribe for the Guardian Angels Services, including the installation and operation of any of the products or services offered by Guardian Angels and its Service Providers;
- 1.5. "Device" means any device that is linked to TrackBox Technology as a unit that may have additional functionality outside of the TrackBox Technology products or services, but that will be connected to TrackBox Technology to assist in performing the Services. Device includes any Tracker Units provided by the TUSP to the Clients;
- 1.6. "Effective Date" means the date on which the Client subscribes to the products or services offered by Guardian Angels, and is the date from which the Client will be bound by the terms of this Agreement;
- 1.7. "ERPC" means Emergency Response and Prevention Centre operated by TrackBox, or other service delivery partners, on behalf of Guardian Angel and its Clients;
- 1.8. "GPS" means global positioning system that forms part of the built in settings on the handset;
- 1.9. "Guardian Angel" means the Guardian Angel Motorcycle App (Pty) Ltd (Registration Number: 2020 / 472765 /07);
- 1.10. "Handset" means the cellular telephone handset device of the Client to which the products or services offered by Guardian Angel and TrackBox is linked and/or installed;
- 1.11. "Incident" means safety, security, medical or similar such emergency ("Incident"), or potential threat or risk of an Incident;
- 1.12. "IMICS" means the Incident Management and Information capturing System, an emergency and crime incident investigation, surveillance and information capturing system;
- 1.13. "Loyalty Life" means Loyalty Life Management Services (Pty) Ltd (Registration Number: 2014/084103/07) and a registered financial service provider (FSP number 46160);

- 1.14. "Parties" means the Client, Guardian Angel, SA CAN Affiliates and other Service Providers, and "Party" means any one of them, as the context might indicate;
- 1.15. "Personal Information" means, insofar as it pertains to the Client, information described as such in Chapter 1 of the Protection of Personal Information Act, No 4 of 2013 and includes, but is not limited to his name; identity and/or passport number; date of birth; age; gender; race; ethnicity; biometric information; marital / relationship / family status; physical and mental health information and records, including but not limited to medical history and blood type; sexual orientation; physical address; email address; landline and cellular telephone numbers; fingerprints; criminal history; education or other personal credentials; online / instant messaging identifiers; photographs; voice recordings; video recordings; private and open correspondence; religious or philosophical beliefs including but not limited to personal and political opinions; employment history and salary information; financial and banking information; membership of organisations / unions and physical movements and location in the past and current time;
- 1.16. "Responder" or "Third Party Service Provider" mean a service provider that the ERPC may dispatch to assist the Client w.r.t. an Incident, and may cover the full emergency spectrum of responders including, but are not limited to South African Police Service (SAPS), The Hawks, Metro Police, emergency medical services (EMS) including any resultant medical care, fire and rescue, roadside assistance, volunteer organizations, private and public responders etc;
- 1.17. "SACAN" means SA Community Action Network NPC (registration number 2013/089627/08);
- 1.18. "SA CAN Affiliates" means TrackBox Technologies (Pty) Ltd (registration number 2017/227208/07) and SA Community Action Network NPC (registration number 2013/089627/08) or any one of these entities as the context may indicate or as applies in the circumstances;
- 1.19. "Safety Apps" means the AAA-Response app, the MDDR - Mobile Device Data Recorder & CoDriver app, and the Operatives app, as owned by SA Can Affiliates that the Client downloads onto their Handset;
- 1.20. "Services" means any product or service offered by Guardian Angels as more fully described in this Agreement, including TrackBox Technology;
- 1.21. "Service Providers" means the combination of various service providers (and their services) as nominated (from time to time) by (and including) Guardian Angels including SA Can Affiliates, the TUSPs and Loyalty Life that collectively create, provide or facilitate the Services. For clarity, the Service Providers are separate to the Responders or Third Party Service Providers or Third Party platforms;
- 1.22. "Termination Date" means the date of termination of the Agreement in terms of clause 14 by the Client to TrackBox, or 1 Calendar Month after written notice of termination is provided by TrackBox to the Client;

- 1.23. "TrackBox" means TrackBox Technologies (Pty) Ltd (registration number 2017/227208/07) and its associated entities, including SA Community Action Network NPC (registration number 2013/089627/08);
- 1.24. "TrackBox Technology" means any product or service provided by TrackBox to Guardian Angel Clients including but not limited to the Safety Apps, any computer software related to the provision of the Services, other smart phone applications, hardware interfaces and web accessed platforms, including all versions and features thereof presently existing and as enhanced and developed from time to time in the future; as well as the Advanced CoDriver Assistance Centre service, Specialised Victim Support Services, Code Red Services, VCAT- Operations app, IMICs, the ERPC and other means of linking the Client to a Responder in the event of an Incident;
- 1.25. "Tracker Unit" means the physical Tracker Unit purchased by the Client, that when installed on a motorcycle, allows for the sending of pre-defined alerts to the IMICS platform.
- 1.26. "Third Party Platforms" means any third party platform that takes over the management of, or the dispatching and response to an Incident from TrackBox;
- 1.27. TUSP shall mean the Tracker Unit Service Provider as selected by Guardian Angels from time to time, and initially includes INTELLITECH DISTRIBUTORS (PTY) LTD (registration Number: 2018/257147/07)

## **2. INTERPRETATION**

- 2.1. This Agreement includes all of the material information contained on and entered onto the website or platform on which it is contained, by the Parties.
- 2.2. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of this Agreement nor any clause hereof.
- 2.3. Unless a contrary intention clearly appears words importing:
- 2.3.1. Any one gender includes the other two genders;
  - 2.3.2. The singular includes the plural and vice versa; and
  - 2.3.3. Natural persons include created entities (incorporated or unincorporated) and vice versa.
- 2.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.
- 2.5. Expressions defined in this Agreement bear the same meanings as words contained on and entered onto the site or platform on which this Agreement is contained.
- 2.6. The provisions of the preamble, introduction, annexures and other recordials in the Agreement are binding on the Parties and are not intended to be merely informative.

- 2.7. In the event of conflict between this Agreement and the schedules or annexures to this Agreement (if any), the provisions of this Agreement shall prevail, save to the extent that any schedules or annexures expressly provide otherwise.
- 2.8. If a term is defined within the context of a clause in this Agreement, that definition shall, unless it is clear from that clause that the definition has limited application to it, have the same meaning throughout this Agreement.
- 2.9. The rule that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract (the Contra Proferentem Rule), shall not apply to the interpretation of this Agreement.
- 2.10. The words "include", "including" and "in particular" shall not be interpreted as limiting the generality of any preceding word/s or introducing an exhaustive list.
- 2.11. Any reference in this Agreement to any other agreement, document or statute shall be interpreted as a reference to such other agreement, document or statute as same may have been amended varied, novated or supplemented, or may from time to time hereafter be, amended, varied, novated or supplemented.
- 2.12. Any reference to any legislative provision is deemed to include any subordinate or delegated legislation.
- 2.13. Where in this Agreement a number of Business Days is provided for between the happening of one event and another, the number of days must be calculated by:
  - 2.13.1. Excluding the day on which the first event occurs;
  - 2.13.2. Including the day on or by which the second event is to occur; and
  - 2.13.3. Excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated above, respectively.
- 2.14. Where figures are referred to in numerals and in words, the words shall prevail if there is any conflict between them.
- 2.15. The provisions of the preamble, introduction and other recordials are binding on the Parties and are not intended to be merely informative.
- 2.16. Where in this Agreement provision is made for the giving of a notice, the notice shall be given in writing.
- 2.17. The termination or cancellation of this Agreement shall not affect the operation of clauses which are intended to remain in force, including but not limited to those clauses (if any) which provide for:
  - 2.17.1. The non-disclosure of confidential information;
  - 2.17.2. The protection of intellectual property rights;
  - 2.17.3. The provision of indemnity.

### 3. DESCRIPTION OF SERVICES

- 3.1. The purpose of this Agreement is to define the principle terms of engagement and relationships between the Client or Member and Guardian Angels w.r.t. the provision of the Services, and the Client hereby accepts and agrees to the terms of this Agreement, as updated from time to time and published on the Guardian Angels website.
- 3.2. The Client appoints Guardian Angels who in turn appoint the Service Providers to provide and manage the Services to the Client.
- 3.3. The Services entail the following components and will be available 24 hours a day including weekends and public holidays.
- 3.4. In the event of a safety, security, criminal, medical or similar such emergency or potential threat or risk of an Incident, the Client will be able to alert the Service Providers and the Service Providers will seek to procure and dispatch an emergency Responder and / or seek to manage the Incident, as deemed appropriate by the Service Providers, on the Client's behalf. The Service Providers act as the Clients agent w.r.t. the Services.
- 3.5. Accessing the Services
  - 3.5.1. The Clients will be able to access the Services by downloading the following Safety Apps onto their cell phones (the functionality of which may vary depending on the cell phone model and operating platform) and activating the Safety App in the event of an Incident:
    - 3.5.1.1. AAA Emergency Response App ("AAA Emergency Response App") for general emergency use at any time and not just during working hours.
    - 3.5.1.2. The MDDR App ("MDDR App") for when the Client's location needs accessed by the Service Provider for safety and security purposes, in order to facilitate location based dispatching.
- 3.6. The Guardian Angel ERPC can also be accessed by Clients:
  - 3.6.1. Telephonically,
  - 3.6.2. Through Tracker Unit generated alerts.
- 3.7. The Client shall enjoy certain Member Benefits ("Member Benefits") w.r.t. accidental bodily injury:
  - 3.7.1. Member Benefits to be underwritten, administered and executed by Loyalty Life.
  - 3.7.2. In the event of an accident that results in bodily injury, the Client will receive the Member Benefits per the cover and cover limits they have selected, as further elaborated in Annexure C (Member Benefits) and defined in the policy documents provided by Loyalty Life to the Client, as updated by Loyalty Life from time to time.
  - 3.7.3. Loyalty Life may elect a "Third Party Platform" of its choosing to administer claims and dispatch Responders on behalf of the Client w.r.t. the Member Benefits.
  - 3.7.4. Guardian Angels may appoint an alternative financial service provider to Loyalty Life to provide Member Benefits.

### 3.8. Tracker Unit Services

- 3.8.1. "Tracker Unit Services" shall be provided by a TUSP and the TUSP shall be responsible for:
  - 3.8.1.1. The provision of a physical Tracker Unit ("Tracker Unit"), that when installed on a motorcycle, shall allow for the sending of pre-defined alerts to the IMICS platform. The alerts will have various safety and security purposes and functions, as amended and updated from time to time.
  - 3.8.1.2. Ensuring that the Tracker Units, when installed, have appropriate on-going connectivity via cell phone or other such networks to appropriately communicate with the IMICS platform.
  - 3.8.1.3. All Tracker Units carry a 24 MONTH RMA WARRANTY provided for and managed by the TUSP as detailed in Annexure E of this Agreement.
  - 3.8.1.4. For clarity, the TUSP is responsible for the efficacy of the Tracker Unit, its ongoing functionality, or its connectivity to the IMICS platform.
- 3.8.2. The Service Providers are not responsible for the installation of the Tracker Unit, and it is the Client's responsibility or that of their nominated installer to ensure that the Tracker Unit is installed correctly and functioning properly.
- 3.8.3. SACAN Affiliates will communicate the alerts to the Client, or respond appropriately as they deem fit, w.r.t. the alert generated by the Tracker Unit.
- 3.8.4. The Tracker Unit Services will not be provided in the event that the Tracker Unit has:
  - 3.8.4.1. suffered water damage where the Tracker Unit casing or cover has been cracked or damaged,
  - 3.8.4.2. or suffered abuse damage,
  - 3.8.4.3. or experienced over voltage.

and it is the Clients responsibility to ensure that the Tracker Unit is in working order.

### 3.9. Motorcycle Theft

- 3.9.1. In the event that the Client confirms the theft or hijacking of a motorcycle linked to the Services, the Service Providers will seek to communicate the theft and position of the motorcycle to the law enforcement authorities, to assist them in the recovery of the motorcycle, in any manner that they deem fit.
- 3.9.2. In the event that the Client confirms the theft or hijacking of a motorcycle linked to the Services, the Service Providers may also, as they deem fit, contact private sector responders, the Client's insurance company, asset recovery teams, and other third party service providers and may also provide the registration of the motorcycle to its Automatic License Plate Recognition partners for tracking.
- 3.9.3. The Service Providers do not provide any services w.r.t. the physical recovery or retrieval of a stolen motorcycle and where third parties are

alerted by the Service Providers w.r.t. such an Incident, the Service Providers are not responsible for the performance of, or lack thereof, of such third parties.

- 3.9.4. The Service Provider provides no guarantee or warranty w.r.t. the recovery of the motorcycle in the event that it is stolen.

3.10. Roadside Assistance

- 3.10.1. The Clients may elect to receive Roadside Assistance Services.
- 3.10.2. The Roadside Assistance Services are provided for by TrackBox.
- 3.10.3. The details of the Roadside Assistance Services are contained in Annexure D: Roadside Assistance

3.11. In performing the Services, Personal Information supplied by the Client shall be used by the Service Providers solely for the purposes of:

- 3.11.1. Performing the Services;
- 3.11.2. Attempting to recover stolen motorcycles;
- 3.11.3. Locating the whereabouts of a missing, injured or vulnerable person and sourcing assistance;
- 3.11.4. Locating the whereabouts of a missing Handset or other asset belonging to a person capable of being located via the Handset;
- 3.11.5. Investigating any violent crime committed against a person and locating the suspected perpetrators;
- 3.11.6. Generating evidence for use in civil or criminal proceedings against the suspected perpetrators of any violent crime committed against a person.
- 3.11.7. The person concerned is intended to be the Client, but it is contemplated that such person will include the person who is in possession of the Handset at the time the TrackBox Technology is put into use.

#### 4. CONSENT

4.1. The Client does hereby consent to and authorise TrackBox to:

- 4.1.1. Install and operate TrackBox Technology on the Handset which will enable the SA CAN Affiliates to control the Handset and access Personal Information via the Handset remotely;
- 4.1.2. Access Personal Information via remote and / or direct access to the Handset;
- 4.1.3. Control the Handset via remote and / or direct access to the Handset;
- 4.1.4. Use and / or copy Personal Information accessed via the Handset;
- 4.1.5. Tender Personal Information accessed via the Handset in evidence in any criminal or civil legal proceedings within the Republic of South Africa or any other country;
- 4.1.6. Disclose the Personal Information accessed via the Handset through further processing to Third Party Service Provider s, being private or state operated media, security, policing, emergency, health care, prosecutorial and / or legal services of / within the Republic of South Africa or any other country; and
- 4.1.7. Store the Personal Information accessed via the Handset; as might be deemed necessary by the SA CAN Affiliates in the exercise of their discretion in order to carry out the purposes of this Agreement.

- 4.2. The consent and authority provided in clause 4.1 is:
  - 4.2.1. Continuing with effect from the Effective Date, and will survive the death or loss of capacity of the Client;
  - 4.2.2. Capable of being terminated by the Client on the last day of any Calendar Month by way of written notice to TrackBox provided on or before the 15<sup>th</sup> day of the previous Calendar Month;
  - 4.2.3. Given, provided the purposes of this Agreement are being served;
  - 4.2.4. Given, subject to the entitlement of the Client to a copy of, return of and / or destruction of all Personal Information in the possession or under the control of SA CAN Affiliates;
  - 4.2.5. Given, accepting that the Personal Information might be made available in other countries which might not have data-protection laws similar to the Republic of South Africa or to third parties who might not be bound by terms of privacy.
- 4.3. The Client shall be obliged to ensure that in the event of the Handset having been destroyed, lost, stolen or replaced, TrackBox is immediately notified in writing, so that arrangements can be made to terminate the service of the TrackBox Technology to that Handset and transfer the application to a replacement Handset.
- 4.4. The Client shall be responsible for the safe keeping, retrieval and proper use of the unique personal identification number and access number required to operate the settings of the TrackBox Technology or disconnect its service, which will be issued to the Client on the installation of the TrackBox Technology.
- 4.5. The Client warrants that all information provided by it to Guardian Angels and TrackBox is material to the Service Providers, is accurate and current and agrees to correct and update such information on written notice to Service Providers immediately when changes to it occur.
- 4.6. The Client acknowledges that the extent of the SA CAN Affiliates' access to and control over the Handset and associated Personal Information will be subject to the range of Client permissions selected by the Client electronically in the process of the installation of the TrackBox Technology on the Handset, but will in the greatest extent enable the SA CAN Affiliates to remotely: approximate location (network-based); determine precise location (GPS and network-based); read, modify or delete the contents of the Handset; receive data from the internet; view network connections; read Google service configuration; read sensitive log data; read Handset status and identity; take photographs via the Handset; make audio and video recordings via the Handset; view Wi-Fi connections; change audio settings; prevent the Handset from "sleeping"; control the Handset vibration; change system display settings; control the flashlight; modify secure system settings; run at start-up; read sent and received SMS and other data messages; "wipe" the Handset; lock the Handset; erase the SD card; determine Handset status: battery, IMEI; "hide from launcher"; detect when the sim card is changed; read the call list and start and stop the data connection.

## **5. INDEMNITY**



- 5.1. The Service Providers shall at no time be liable to the Client for, and do hereby disclaim liability for:
  - 5.1.1. Any interference with, loss, damage, destruction and / or depreciation to the Client's motorcycles caused through the installation or use of the Tracker Unit;
  - 5.1.2. The Tracker Unit and its associated Services not being able to operate properly or at all due to any failure whatsoever of the Tracker Unit itself, its hardware, firmware or software, or interruption in any electrical or back-up electrical source, cell phone network, data communication system, or any other system or installation (including that of TrackBox Technologies) which the Tracker Unit is dependent on for its proper functioning;
  - 5.1.3. Any related consequential damages.
  
- 5.2. The Client acknowledges that:
  - 5.2.1. The Service Providers makes no warranties or guarantees in any way to the Client about the efficacy of the Services, any Third Party Platforms, or the Responders.
  - 5.2.2. The services provided by the Service Providers are reactive services provided in response to a set of circumstances which might pose a threat of harm or loss to the person and / or property of the Client;
  - 5.2.3. Even where the Services might contain an element of the provision of preventative action or measures, it is not possible for the Service Providers to guarantee the elimination or prevention of harm or loss to the person, property and / or reputation of the Client in every or any particular circumstance;
  - 5.2.4. The Service Providers' performance or Services might be interrupted, impeded or temporarily suspended by amongst other things (but not limited to): a failure in municipal power supply, telecommunication networks / internet connectivity / general communication / radio / satellite signals and / or devices, hardware, physical infrastructure, staffing issues, weather conditions, flood, fire, labour strikes, civil unrest, damage to or obstruction of public and private roads, vandalism and the like, failure of or inadequate power supply to the Handset or Devices, damage to the Handset or Devices, defect in the Handset or Devices, the unauthorised or unlawful interference with, modification or alteration of the operating software of the Handset or the TrackBox Technology or the Devices all of which are beyond its ability to predict, control, remedy and / or prevent;
  - 5.2.5. The Services are targeted at, amongst other things, criminal behaviour, health risks and environmental disasters, all of which are beyond its ability to predict, control, remedy and / or prevent;
  - 5.2.6. It is not possible for the Service Providers to assure the safety or the elimination or reduction of all or any risks of whatever nature for the Client;
  - 5.2.7. Third Party Service Providers and Third Party Platforms or Responders might not elect to accept or might not be able to accept a referral from the SA CAN Affiliates to act for or on behalf of the Client;
  - 5.2.8. There might not be a Third Party Service Provider or Third Party Platform or Responder available to accept a referral from the SA CAN Affiliates to act for or on behalf of the Client at the time the referral is made;

- 5.2.9. A Third Party Service Provider or Responder might fail to act timeously or with the requisite skill or care;
- 5.2.10. The performance by the Service Providers through the Services may result in Personal Information being published publicly or to a spouse or child, and so becoming the cause of reputational harm or financial prejudice, or be otherwise subject to unauthorised exploitation;
- 5.2.11. It is not possible for the Service Providers to ensure or warrant that any evidence they gather will be admissible in any court or carry sufficient weight to prove any fact or result in any particular finding being arrived at; and
- 5.2.12. To that extent the Client's (or any other person's) reliance on the provision of the Services for the safety and security of his person and property or that of another is done entirely at the risk of the Client (or such other person).

5.3. The Client does hereby:

- 5.3.1. Agrees that the Service Providers shall not be held responsible for any liability, loss or claims of any kind whatsoever which may be incurred or suffered by or made against the Service Providers, by the Client or any third party, including those arising out of or in respect of claims for personal injury, personal incapacity (temporary or permanent), loss of life, theft or damage to property, disclosure or exploitation of Personal Information, business interruption, loss of profit, penalty and / or fine and costs (including legal costs on an attorney and Client scale), which may arise out of or in consequence of or in relation to any act or omission of the Service Providers, their officers, employees, external service providers, Responders, Third Party Service Providers, Third Party Platforms, agents, representatives, or contractors (and their sub-contractors) pertaining to the Services.
  - 5.3.2. Accept that the Service Providers, their directors, employees, representatives and agents will at times have to act in a situation of sudden emergency where a decision needs to be made by them as to the appropriate action to take from a number of possible alternatives, based on limited information, in a short space of time and with serious consequence; and before an incorrect decision made under these circumstances can attract liability it will have to have been made with a degree of negligence which was gross in the circumstances;
  - 5.3.3. Accept that the Service Providers are not under any circumstances liable or responsible for the wrongful, intentional, negligent or grossly negligent acts or omissions, whether in contract, delict, statute or otherwise giving to any special, general, direct, indirect or consequential losses or damages, of Third Party Service Providers or Third Party Platforms or Responders.
  - 5.3.4. Indemnifies the Service Providers against any liability, loss or claims of any kind whatsoever which may be incurred or suffered by or made against the Service Providers, by the Client or any third party, including those arising out of or in respect of the death of or injury to any person, or loss of, theft of or damage to any property, business interruption, loss of profit, penalty and / or fine and costs (including legal costs on an attorney and Client scale), which may arise out of or in consequence of or in relation to *any act or omission by the Client* pertaining to the Services.
- 5.4. It is agreed that if, for whatever reason, the Service Providers are liable to the Client or any third party for any claim under this Agreement, the maximum

aggregate liability assumed by the Service Providers shall not exceed fifty percent (50%) of the monthly fee paid by the Client for the Services.

## **6. CONSENT TO LANDING AND TAKE-OFF OF HELICOPTER ON PROPERTY**

- 6.1. The Client does hereby consents to the landing and taking off of a helicopter, operated by SA CAN Affiliates, representatives of SA CAN Affiliates and/or any Third Party Service Provider, on any property in respect of which the Client is the owner of or has an interest in, including but not limited to an interest by virtue of being a tenant of the property.

## **7. INCIDENT HISTORY AND CALL RECORDING**

- 7.1. The Service Providers have access to past incident case reports and can generate internal reports for their own business processes or for use in investigating a complaint.
- 7.2. All calls made to or by the ERPC control room will be recorded and stored in accordance with privacy laws, regulatory records retention requirements and legitimate operational requirements. The Client hereby consents to the retention of records.

## **8. COMPATIBILITY**

- 8.1. TrackBox does not warrant that any TrackBox Technology will be compatible with the Clients handset.
- 8.2. The availability of the Service is subjected to the following requirements for the functionality of the TrackBox Technology:
- 8.2.1. The handset used to access the applications must be powered on;
  - 8.2.2. The handset used to access the applications must not be damaged rendering it unable to transmit data to the ERPC;
  - 8.2.3. The handset used to access the applications shall have text messaging capability;
  - 8.2.4. The handset used to access the applications must be within the Client's relevant communication network data coverage area and must be enabled and operational; and
  - 8.2.5. The GPS on the handset used to access the TrackBox Technology must be enabled.
- 8.3. The terms of agreement with the Client's respective mobile communications network provider will continue to apply when using the TrackBox Technology.
- 8.4. TrackBox shall not be liable for any communication, software or hardware costs the Client may incur in connection with access or use of the TrackBox Technology.

## **9. TRACKBOX TECHNOLOGY**

- 9.1. Ownership of the TrackBox Technology will remain with Trackbox at all times and the Client's entitlement to the use of the TrackBox Technology is respectively limited to the duration of this Agreement.
- 9.2. Trackbox shall at no time be liable to the Client for, and does hereby disclaim liability for:
  - 9.2.1. any interference with, loss, damage, destruction and / or depreciation to the Client's Handset caused through the use of the TrackBox Technology by the Client;
  - 9.2.2. the TrackBox Technology, and the intended associated Services not being able to operate properly or at all due to any failure or interruption in any electrical or back-up electrical source, cell phone network, data communication system, internet network, fibre optic network or any other system or installation which the TrackBox Technology, is dependent on for their proper functioning;
  - 9.2.3. consequential damages, including but not limited to business interruption losses, loss of production, delay in production, loss of profit, and / or penalties.

## **10. REGISTRATION AND CREATION OF AN ACCOUNT**

- 10.1. The Client acknowledges that:
  - 10.1.1. In order to make use of the TrackBox Technology, the Client must create a MyVault account. This process can be completed either manually, via any of the Trackbox Technology applications or on the website.
  - 10.1.2. Upon login, a one-time pin will be sent to verify the account via SMS (short message service).
  - 10.1.3. The Client must allow all permissions as requested by the TrackBox Technology applications in order for the technology to be fully functional.
    - 10.1.3.1. The TrackBox Technology requires access to the device location even when not actively in use. Location updates are required during an incident in order to provide assistance.
    - 10.1.3.2. Should the Client disable notifications for the TrackBox Technology, the Client will not get updated incident notifications, or relevant information.
  - 10.1.4. Should the Client select the option to join the communications mailing list and receive news alerts, Guardian Angels or TrackBox shall utilise the valid email addresses submitted by the Client to provide this information. The Client may cancel these communications at any time.
  - 10.1.5. The Client shall keep their access details confidential and not allow others to use them. Security of the account is the responsibility of the Client and TrackBox assumes no liability for any loss or damage arising from any unauthorised use by a third party. The Client must notify TrackBox immediately of any unauthorised use of the account or any other breach of security.
  - 10.1.6. In the event of the security of the account being compromised, TrackBox reserves the right to suspend the processing of any communications and will immediately deactivate the associated login credentials.

- 10.1.7. The Client hereby indemnifies Guardian Angels or TrackBox, its directors, employees, representatives and agents, for any and all losses, damages and expenses arising from Client's failure to ensure the security of the account, including all legal fees, on an attorney-Client scale.
- 10.1.8. By creating a MyVault account the Client agrees to refrain from:
  - 10.1.8.1. Selecting or using a name, mobile phone number, or e-mail address of another person with the intent to impersonate that person;
  - 10.1.8.2. Using a name, mobile phone number, or e-mail address subject to the rights of any person without their authorisation;
  - 10.1.8.3. Using "bots" or other automated ways to create an account; or
  - 10.1.8.4. Using name in violation of the intellectual property rights of any person.

## **11. EMERGENCY RESPONSE AND PREVENTION CENTRE RESPONSIBILITIES**

- 11.1. As soon as the Client has requested assistance, the Incident is automatically loaded onto the IMICS system and assigned to a dispatcher in the ERPC Control Room.
- 11.2. Dispatchers are employed by TrackBox and their backgrounds are verified which includes collecting copies of certain basic information submitted by the dispatchers in relation to their identity, experience, training, qualifications and references.
- 11.3. Dispatchers are required to conduct themselves in a professional and respectful manner and in line with the SA CAN Code of Conduct.
- 11.4. Dispatchers are under a duty to present themselves in a lawful, honest and accurate manner, and in such a way so as not to mislead a Client.

## **12. THIRD PARTY RESPONDERS AND THIRD PARTY PLATFORMS**

- 12.1. SA CAN Affiliates is not a Responder itself and aims to link the Client to a Responder in the event of an Incident.
- 12.2. The Client agrees that Responders may be public or private Third Party Service Providers, and SA CAN Affiliates is not responsible for any costs associated with the services the Responder provides to the Client, except where explicitly agreed between the Parties.
- 12.3. In the event of an Incident, the Client acknowledges and agree that SA CAN Affiliates acts as the Client's agent to procure the Responders on the Client's behalf, or may use a Third Party Platform to manage an Incident and that Third Party Platform may procure services / Responders on the Client's behalf. The Responders or the Third Party Platform are not SA CAN Affiliate's agents or employees and the Client agrees that the Service Providers cannot be held responsible for any of the Responders or the Third Party Platform's actions or omissions, or for any damage caused by their performance or failure to perform.

- 12.4. The Client therefore holds the Service Providers, their officers, directors, shareholders, employees, agents, representatives and successors (or their agents) harmless against claims arising from all losses, damages, expenses, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that may either directly or indirectly arise from the Third Party Platform's or the Responders acts or omissions relating to an Incident.
- 12.5. The Service Providers accept no liability for any loss or damage to any other party that may arise as a result of a Third Party Platform's or Responder's acts or omissions relating to an Incident.
- 12.6. Response Times  
The Responders include a network of independent local and national response teams including individuals, the private sector and national, provincial and local government entities for response. Response times may vary depending on the location of an Incident and the availability of the Responders. The Client holds the Service Providers, their officers, directors, shareholders, employees, agents, representatives and successors (or their agents) harmless against any claim of whatsoever nature arising due to the failure of a Responder, or a Third Party Platform, or SA CAN Affiliates to respond within a reasonable period.

### **13. INTELLECTUAL PROPERTY**

- 13.1. The Client acknowledges that:
- 13.1.1. TrackBox is the lawful and sole owner of the TrackBox Technology, all present and future intellectual property rights, whether or not registrable, in, pertaining to or in terms of and arising from the TrackBox Technology, including, but not limited to, registered patents and patent applications, registered and unregistered designs and trademarks, copyright, confidential information, source codes, technical know-how, trade secrets, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specifications, testing methods and any related intellectual property rights, including the right to have all of the foregoing registered in the name of TrackBox;
- 13.1.2. All existing intellectual property rights of TrackBox shall remain its exclusive property and neither the Client nor any other person shall infringe on its intellectual property rights in any respect;
- 13.1.3. Nothing contained in this Agreement nor the conduct of business between the SA CAN Affiliates and the Client or any other person shall serve to confer on the Client or such other person any rights in or to any of the intellectual property of TrackBox, save for the limited right of having the TrackBox Technology installed on a Handset as expressly provided for in this Agreement and for the limited duration of this Agreement or the service agreement between SA CAN Affiliates, or any one of them, and the Client.

## **14. PROHIBITED USES**

- 14.1. The Client acknowledges that neither he nor any other person may use or cause the TrackBox Technology to be used for any unlawful purpose; to solicit the performance of or participation in any unlawful acts; to contravene any laws; to infringe any intellectual property rights including those of the SA CAN Affiliates; to harass, abuse, insult, harm, defame, intimidate, or discriminate; to submit false or misleading information; to make hoax requests for assistance; to publish false or misleading news; to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the TrackBox Technology or its operating systems, other websites, or the internet or to collect or track the personal information of others except in furtherance of the purposes of this Agreement.
- 14.2. The Client shall use the Services solely for bona fide safety and security purposes as per this Agreement, and may not directly or indirectly transfer, handover, distribute, re-distribute, copy, sell, re-sell, lease, licence or sub-licence the Services.
- 14.3. The Service Providers reserves the right to cancel or suspend the Services without notice to the Client based on information published by the Client, which in the reasonable exercise of the discretion of the Service Providers is a contravention of the above prohibitions.

## **15. SUBSCRIPTION FEES AND PERIOD OF SUBSCRIPTION**

- 15.1. The Client shall be liable for the payment (by way of debit order) to TrackBox (on behalf of Guardian Angels) of a monthly subscription fee (as published and updated from time to time on Guardian Angels' website) for various Services offered by Guardian Angels, as selected and agreed upon by the Client from the Effective Date until the Termination Date.
- 15.2. Failure to pay for the Services shall immediately result in the cessation of the Services to the Client.
- 15.3. If the Client uses the Services for any period less than a calendar month, they shall pay the full Monthly User Fee.
- 15.4. Guardian Angels (via Trackbox) will also charge the Client for the cost of any tracker units that the Client has purchased.
- 15.5. The Agreement shall run on a recurring month to month basis.
- 15.6. In order to terminate the Agreement, the Client shall give Guardian Angels one Calendar Months written notice of termination and the Agreement shall terminate on the last day of the Calendar Month.
- 15.7. Guardian Angels via TrackBox shall be entitled to increase the subscription fees by providing one Calendar Month's written notice to the Client.

- 15.8. The subscription fee increase shall take effect on the date as specified in the written notice provided for in clause 15.7.
- 15.9. In the event that the Client gives notice to terminate the Agreement, until the Termination Date the Client shall be liable for the subscription fee amount as it existed at the time he gave notice of termination.

## **16. WRITTEN NOTICES**

- 16.1. All written notices to Guardian Angels provided for in this Agreement shall only be capable of being relied upon and regarded as received by TrackBox if delivered to TrackBox by one of the following means:
  - 16.1.1. By hand delivery to Unit 4 Burnside, 1 Builders Way, Hillcrest, Durban, 3610 or
  - 16.1.2. By email transmission to Accounts@TrackBox.World
- 16.2. All written notices to the Client provided for in this Agreement shall be capable of being relied upon and regarded as received by the Client if transmitted to the Client via the TrackBox Technology.
- 16.3. TrackBox shall be able to change its address details as recorded in clause 16.1 on written notice to the Client transmitted via the TrackBox Technology.

## **17. BREACH**

- 17.1. If the Client breaches any provision of this Agreement and, if such breach is capable of being remedied, fails to remedy the breach within 10 Business Days after written notice has been given to the Client by TrackBox or Guardian Angels requiring the breach to be remedied, Guardian Angels or TrackBox shall be entitled, without prejudice to any other rights it may have, to
  - 17.1.1. Seek an order for specific performance against the Client; or
  - 17.1.2. To cancel this Agreement and claim for:
  - 17.1.3. Any damages suffered by Guardian Angels or TrackBox; and / or
- 17.2. Restitution of performance made by Guardian Angels or TrackBox pursuant to the fulfilment of the Client's obligations in terms of this Agreement.
- 17.3. The Client shall be liable for all legal costs and expenses (calculated on an attorney and own Client scale) incurred as a result of any breach of any provision of this Agreement by the Client.

## **18. FORCE MAJEURE**

- 18.1. The Service Providers shall not be liable for any delay or interruption in delivery or performance of the Agreement or any failure or delay to perform any other of its obligations under the Agreement due to any cause beyond its direct control, including but not limited to any of the following: strikes, lock-outs or other industrial action; sabotage, terrorism, civil commotion, riot, invasion, war or threat of or preparation for war; state of emergency, fire, explosion, storm, flood, drought, subsidence, an act of God, unfavourable



weather conditions, epidemic, pandemic or any natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; any act or policy or change in legislation of any state or government or other authority having jurisdiction over either party; power or water supply interruption, any inability on its part to obtain or receive any imported equipment, goods or materials from any supplier due to any failure on the part of such supplier to deliver the equipment, goods or materials in question as a result of the action of its own government or any other boycott or sanction or embargo which it chooses to observe and which is directed at the government of the Republic of South Africa or any national or anyone connected with the Republic of South Africa, or for any other similar reason ("Force Majeure") including in a region or country where an Client is present.

- 18.2. Upon the occurrence of any delay or failure occasioned by a Force Majeure, the provisions of the Agreement which are affected shall be suspended for as long as the cause in question continues to operate. Once the Force Majeure no longer applies, the Service Providers will resume performance of their obligations as soon as its planning permits, provided that if that cause has not ceased within 120 calendar days from when it arose, the Agreement may be terminated by either Party.
- 18.3. The Client is not entitled to compensation for the damages suffered or to be suffered as a result of the Force Majeure, suspension or termination as referred to in this clause and the Client shall have no claim for restitution of monies paid in respect of Services which have already been delivered.

## **19. GENERAL**

- 19.1. This Agreement supersedes all other discussions, agreements and/or understandings between representatives of Guardian Angels, the Service Providers and the Client regarding the subject matter hereof.
- 19.2. This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of the Republic of South Africa.
- 19.3. The Client consents to the jurisdiction of the High Court of South Africa, KwaZulu-Natal, Durban Local Division in respect of any dispute arising out of this Agreement, however Guardian Angels shall not be obliged to institute action out of that Court.
- 19.4. Any provision of this Agreement which is presently or in the future becomes illegal, invalid or unenforceable shall, to the extent of such illegality, invalidity or unenforceability, be treated as if it had not been drafted and shall be severed from this Agreement, without invalidating the remaining provisions of this Agreement.
- 19.5. Any fees incurred by the Service Providers or Responders during the response to a situation of sudden emergency where a decision needs to be made by them as to the appropriate action to take from a number of possible alternatives, based on limited information, in a short space of time and with serious consequence which is not included

in the package of Services the Client has explicitly subscribed to will be for the account of the Client, unless expressly agreed otherwise in writing by Guardian Angels or TrackBox.

- 19.6. The Parties agree that no Party shall be entitled to cede its rights and / or delegate its obligations in terms of this agreement to a third party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld. However, a TrackBox may cede its rights and / or delegate its obligations to an associated party within its group structure.
- 19.7. Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction shall, with respect to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated pro non scripto and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Full name and legal status	Guardian Angel Motorcycle App (Pty) Ltd (Registration Number: 2020 / 472765 /07)
Physical address	21 Pioneer Road, Irene, Centurion
Telephone number	082 453 4161
Website	<a href="https://www.bikeguardian.co.za/">https://www.bikeguardian.co.za/</a>
Email address	<a href="mailto:info@bikeguardian.co.za">info@bikeguardian.co.za</a>
Membership of self-regulatory body	None
Contact details of above self-regulatory bodies	N/A
Names of office bearers	Greg Mc Manus
Place of registration	Pretoria
Full price	As per the Guardian Angel Motorcycle App website
Manner of payment	Debit order
The time within which the services will be rendered	Services are activated on an ad hoc basis
Manner and period within which consumers can access and maintain a full record of the transaction	Request by email 48 hours
Privacy policy	Can be viewed on Guardian Angel Motorcycle App website ( <a href="https://trackbox.world/terms-and-conditions/">https://trackbox.world/terms-and-conditions/</a> ) and attached below. Clients agree to the Privacy Policy when signing up for the Services

Full name and legal status	TrackBox Technologies (Pty) Ltd (registration number 2017/227208/07)
Physical address	Unit 4 Burnside, 1 Builders Way, Hillcrest, Durban, 3610
Telephone number	086 162 3646
Website	<a href="https://TrackBox.world/">https://TrackBox.world/</a>
Email address	Admin@TrackBox.world
Membership of self-regulatory body	Private Security Industry Regulatory Body
Contact details of above self-regulatory bodies	420 Witch-Hazel Avenue Eco Glades 2 Office Park Highveld Ext 70 Centurion Email: info@psira.co.za Telephone: 086 10 77472
Names of office bearers	Brian Clive Youngblood Riggs
Place of registration	Durban
Full price	As per the Guardian Angel Motorcycle App website
Manner of payment	Debit order
The time within which the services will be rendered	Services are activated on an ad hoc basis

Manner and period within which consumers can access and maintain a full record of the transaction	Request by email  48 hours
Privacy policy	Can be viewed on Guardian Angel Motorcycle App website ( <a href="https://trackbox.world/terms-and-conditions/">https://trackbox.world/terms-and-conditions/</a> ) and attached below. Clients agree to the Privacy Policy when signing up for the Services

**ANNEXURE A: ADDITIONAL DEFINITIONS OUTLINING THE VARIOUS OFFERINGS OF TRACKBOX (As amended from time to time)**

**AAA-RESPONSE APP (FORMERLY KNOWN AS TRACKBOX):**

- 1.1. An emergency application that connects people to emergency services and allows emergency services quick access to important personal information. The interface allows

the Client to easily report suspicious activities as well as add GPS located alerts. TrackBox gathers all essential information needed in an emergency situation.

- 1.2. By tapping the AAA-Response App (formerly known as the TrackBox app), the control room has the ability to access any information that emergency units might need to do their jobs. The TrackBox ERPC (Emergency Response and Prevention Centre) Collaboration Network is a network of control centres and services. This software allows Clients and the public to access help instantly, from all TrackBox collaborators.

## **2. 'CALL ME' PANIC BUTTON:**

- 2.1. No airtime or data needed. If you are in an emergency situation without data or airtime, you can make use of the emergency 'Call Me' Panic Button, which will send a 'Call Me' to your selected ERPC or contact.

## **3. MY VAULT:**

- 3.1. Your personal database that provides all the information required to improve response time in the case of an emergency.
- 3.2. It gives our trained responders immediate access to all relevant information such as your home address, contact details of emergency contacts, next-of-kin, family members and assets and helps us have necessary details on hand without wasting precious time trying to get this information from you.

## **4. REPORT:**

- 4.1. Easily report a host of incidents such as suspicious activity or vehicles in your area with GPS alerts, or Criminal activity, animal cruelty, poaching, accidents, injury, emergency incidents etc.
- 4.2. Cases are then automatically created for these reports and an ERPC dispatcher will follow up, notify relevant response personnel and further investigate. Additionally, the incident map will be updated to notify those in the area of the incident.

## **5. TRACKME:**

- 5.1. A feature is developed to track you while you travel. you can activate it whenever you are on the move and want an extra eye on you to make sure you reach your destination safely.
- 5.2. If you move off the route you are expected to take to your destination, the ERPC will reach out to check if all is ok.

## **6. MISSING:**

- 6.1. Aids in fast reaction time in the event of a missing person.
- 6.2. By creating a profile for your family members and listing their individual physical characteristics and uploading photographs of your family on your MyVault profile this allows us to mass activate a search for missing family members by already having the relevant info at hand.

## **7. SUSPICIOUS VEHICLES:**

- 7.1. SNIPR ANPR has a one-touch button feature that instantly checks all databases to see if a vehicle is stolen or wanted for an enquiry. Ultimately, the TrackBox SNIPR app enables every member of the public to participate nationally in adding to the database, while ensuring their own safety and anonymity.
- 7.2. TrackBox SNIPR Suspicious Vehicle Checks is a national collaboration of TrackBox, SNIPR ANPR (Automatic Number Plate Recognition), SAPS, The Hawks, Operational Command Centres, War Rooms, Crime Intelligence, Violent Crimes & Technology Support NPO (VCAT), Recoveri Microdot, Vehicle Tracking Companies, Security Companies, community crowdsourcing, and Emergency Response & Prevention Centres (ERPCs).
- 7.3. SNIPR is currently linked to 1 000 cameras, and process 1 000 000+ cars a day real-time, identifying if they are suspicious, wanted, hijacked, stolen etc, and alerting appropriate authorities.

## **8. GPS VOICE NOTE REPORTING:**

- 8.1. Allows you to record a message of up to 30 seconds which is then sent to the ERPC along with your GPS position.

## **9. 24/7 EMERGENCY RESPONSE AND PREVENTION CENTRE:**

- 9.1. Emergency services dispatch and liaison

## **10. INCIDENT MANAGEMENT AND INFORMATION CAPTURING SYSTEM (IMICS)**

- 10.1. Uses MyVault and is accessible only to trained ERPC dispatcher staff, and only on the activation of an emergency panic.
- 10.2. The most advanced community profiling system in the country to date, which takes into account each and every aspect of a Client's lifestyle.
- 10.3. Full case management of over 400 different case types: All types of crime, alarm monitoring, Crisis Centre, Medical, Fire & Rescue, Municipal Support, Roadside Assistance, Traffic, Bee & Snake Removal, Raptor Rescue, Animal Welfare, Wildlife.

## **11. MDDR (MOBILE DEVICE DATA RECORDER) APP:**

- 11.1. Turns your smartphone into a “black box” like in an aircraft.
- 11.2. No data is stored anywhere other than as it normally would be on your phone, but MDDR allows us access to the phone in the event of an emergency.
- 11.3. We then use that data to help track you, your device or assailants in the crime committed against you. This pioneering tracking technology is only be used in high level investigations and for lifesaving intervention purposes, as well as stolen cell phone recovery.
- 11.4. A unique patented aspect of this is the “off button”, where the phone is turned “off” in the event of an incident, but in fact remains on. When this is activated, the phone silently sends a distress signal, position signal and turns on the microphone, records and transmits what the phone hears to the call centre, to make an assessment of whether there is an event, and then takes appropriate action.
- 11.5. When MDDR is activated, the rear and front cameras can also be switched on to take photos of any Clients and send to the control centre.

## **12. CO-DRIVER**

- 12.1. The CoDriver App feature is a driving companion that helps keep you safe on the road.
- 12.2. It has been designed using ground-breaking technology, which tracks driver position, logs your trip and blocks the full use of your phone while driving.
- 12.3. You will still be able to navigate, place a call (with the use of hands free, or in-car caller) or activate an emergency Panic.
- 12.4. If you are a passenger in the car, CoDriver will confirm this, and then allow you regular full access to your phone.
- 12.5. CoDriver functions as an electronic seatbelt that automatically starts when you are moving at more than 20 km per hour.
- 12.6. The app determines driver position which can be used for investigative purposes in the event of an accident claim.

## **13. APP SUPPORT**

- 13.1. Our dedicated App Support Team is there to assist with any app support queries you may have, to help walk you through the setup process or to manually update info on your behalf if you are having trouble. you can contact them on:



## **14. ALERTS AND MAPPING**

- 14.1. TrackBox uses crowdsourcing of information (specifically related to the reporting of crime and suspicious activity) to create a real time Incident Map across the country.

## **15. LINKED DEVICES**

- 15.1. Means any device that is linked to the TrackBox Technology as a unit that may have additional functionality outside of the TrackBox product or service, but that will be connected to such a product or service.
- 15.2. Allows for the addition of linked devices to your MyVault and TrackBox profile.
- 15.3. Such products include but are not limited to Instant Communication Devices (ICD's), Mobile Panic Devices, Tracker units, Automatic Number Plate Recognition (ANPR), Public Safety Answering Point (PSAP) units, Microdot or Asset Tracker Technology etc.

## **ANNEXURE B: DATA PRIVACY POLICY**

This Privacy Policy ("policy") governs the collection, management and disclosure of personal information that Guardian Angels (Pty) Ltd and TrackBox Technologies (Pty) Ltd (collectively "we", "us" or "our") collects through the provision of the Services, or through the TrackBox Technology as well as through the ERPC (Emergency Response and Prevention Centre) control room ("ERPC"). We respect the Clients ("you" or "your") rights to the responsible management of your personal information under the Protection of the Personal Information Act 4 of 2013 ("the act"). For the purposes of this policy, personal information is defined in

accordance with the definition provided in the act. Your use of any TrackBox technology or the Services is subject to this policy. By using the TrackBox Technology or the Services and agreeing to the terms and conditions as laid out in this document you signify your consent. If you are younger than 18, you acknowledge that you have obtained consent from a parent or guardian and that you are not in any way obscuring the duty to obtain such consent, to processing of your personal information in accordance with this privacy policy. Guardian Angels (Pty) Ltd or TrackBox Technologies (Pty) Ltd may amend this policy at any time. All amended terms shall be effective immediately upon the revised policy being made available and any subsequent activity in relation to the application shall be governed by such amended terms and conditions of usage. If you do not agree with any term in this policy, please do not use this application or submit any personally identifiable information through this application.

## 1. DEFINITIONS

The following definitions shall apply over and above those in the main body of the Agreement:

- 1.1. "Child" shall mean a natural person under the age of 18.
- 1.2. "Competent Person" shall mean a person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child.
- 1.3. "Personal Information" shall mean personal information as defined in the Protection of Personal Information Act, South Africa including information relating to
  - 1.3.1. The race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
  - 1.3.2. Information relating to the education or the medical, financial, criminal or employment history of the person;
  - 1.3.3. Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
  - 1.3.4. The biometric information of the person;
  - 1.3.5. The personal opinions, views or preferences of the person;
  - 1.3.6. Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
  - 1.3.7. The views or opinions of another individual about the person; and
  - 1.3.8. The name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 1.4. "Special Personal Information" shall mean personal information as defined in the Protection of Personal Information Act, South Africa including information relating to
  - 1.4.1. The religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of the person; or
  - 1.4.2. The criminal behaviour of a subject to the extent that such information relates
    - 1.4.2.1. To the alleged commission by the person of any offence; or

- 1.4.2.2. Any proceedings in respect of any offence allegedly committed by the person or the disposal of such proceedings.
- 1.4.2.3. "Client/s" or "you" or "your" shall mean any individuals who make use of or access the TrackBox Technology or the Services.

## **2. UNDERSTANDING PERSONAL INFORMATION**

- 2.1. The term "Personal Information" has the meaning given to it in the Act. Generally, it is any information that can be used to personally identify you. This may include your name, surname, address, telephone number and/or email address. Should the information we collect personally identify you, or you are reasonably identifiable from it, the information will be considered personal information. Your Personal Information will not be shared, sold, rented or disclosed other than as described in this Privacy Policy.
- 2.2. The processing of Personal Information shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. TrackBox strives to ensure that the conditions set out in the Act and all the measures that give effect to such conditions, are complied with when processing Personal Information. In particular, TrackBox strives to ensure that Personal Information and Special Personal Information is processed in a manner that is lawful, adequate, relevant and not excessive given the purpose of collection.

## **3. COLLECTION OF PERSONAL INFORMATION**

- 3.1. TrackBox collects and processes information that can be used to identify you personally that is necessary to providing, facilitating and maintaining the TrackBox Technology and associated Services.
- 3.2. Subject to consent, we collect Personal Information/Special Personal Information from the following entities:
  - 3.2.1. Natural persons over 18;
  - 3.2.2. Natural persons under the age of 18, we collect Special Personal Information with the consent of the parent, legal guardian or Competent Person;
  - 3.2.3. Registered TrackBox Clients; and
  - 3.2.4. People who send enquiries or requests to our contact email address.
- 3.3. As a parent, guardian or Competent Person, on behalf of the child, you consent to the collection, processing, sharing and storage of Special Personal Information for the purpose of facilitating access to the Application.
- 3.4. Personal Information that may be collected by us includes:
  - 3.4.1. First and last name;
  - 3.4.2. Age;
  - 3.4.3. Country of residence;

- 3.4.4. Location information;
  - 3.4.5. Province;
  - 3.4.6. Physical address;
  - 3.4.7. Mobile phone number;
  - 3.4.8. Email address;
  - 3.4.9. Medical information
  - 3.4.10. Identity number
  - 3.4.11. Insurance & asset information
  - 3.4.12. Vehicle Registration information
- 3.5. We collect and process Personal Information that is provided to them by Clients and or parents, guardians and/or Competent Person in the following instances:
- 3.5.1. On registration for use of the TrackBox Technology and the Services;
  - 3.5.2. Upon use any of the TrackBox Technology applications;
  - 3.5.3. Upon requesting emergency assistance; and
  - 3.5.4. Via correspondence via e-mail, fax, telephone and post.
- 3.6. We retain records for a period that is longer than is required by law and you hereby consent to such retention of Personal Information/Special Personal Information.
- 3.7. There may be instances where we may also collect some information that is not Personal Information/Special Personal Information because it does not identify you or anyone else (we may collect anonymous answers to surveys or aggregated information about how you use our Application).
- 3.8. If you use TrackBox Technology applications, we use various tracking technologies to collect information such as your activity or the information you request. This information collected is kept confidential. The use of tracking technology enables us to provide the emergency response service.

#### **4. USE AND PURPOSE OF COLLECTING PERSONAL INFORMATION**

- 4.1. The primary purpose for collecting and processing your Personal Information is to enable us to provide you access to the TrackBox Technology applications and the Services. TrackBox also collects and processes Personal Information in order:
- 4.1.1. To identify the Client to effect the MyVault registration process;
  - 4.1.2. To provide relevant information to emergency response dispatchers such as police or medical officers when assistance is requested.
  - 4.1.3. To provide faster access to relevant information in the event of an emergency such as description and photographs of a missing person.
  - 4.1.4. To access the Clients location instantly in the event of an emergency, at the request of the Client in order to speed up response.
  - 4.1.5. To re-confirm Client information whenever the Client logs in to a new device;
  - 4.1.6. To communicate with the Client;
  - 4.1.7. To verify the Client's identity;
  - 4.1.8. To process and respond to any complaint made by you;
  - 4.1.9. To enable ease of use of the TrackBox Technology;

- 4.1.10. To assess the performance of the TrackBox Technology and emergency response services;
  - 4.1.11. To engage in legitimate electronic communications and transactions with you;
  - 4.1.12. To provide feedback on any related enquiries;
  - 4.1.13. To provide you with direct marketing material if elected by you
  - 4.1.14. To update our records and keep your contact details up to date;
  - 4.1.15. To comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in cooperation with any governmental authority of any country.
- 4.2. TrackBox also uses the information collected, including the voice recordings, to address internal technical and business processes and improve service delivery. We research Clients' habits, measure traffic patterns in the aggregate, analyse trends, administer the TrackBox Technology, track Clients' actions on the TrackBox Technology applications and gather broad demographic information for the purpose of improved communication, service delivery and user experience.
- 4.3. In some instances, TrackBox Technologies (Pty) Ltd may also collect sensitive information about Clients, such as information about their racial or ethnic origin. Consent is obtained for the collection of such information.

## **5. CONSENT FOR PROCESSING PERSONAL INFORMATION**

- 5.1. By using the Services and TrackBox Technology, you hereby consent to your Personal Information (including Special Personal Information) for the abovementioned purposes, associated purposes and to (a) update our records; (b) keep your contact details up to date; (c) to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or co-operate with any governmental authority of any country.
- 5.2. By using the TrackBox Technology, you represent that you are of the age of 18 or where you are under 18, a Competent Person has given consent to allow you to utilise this TrackBox technology. This consent is effective on access to the Application.
- 5.3. You, or a Competent Person in the case of a child, consent/s to the processing of Personal Information/Special Personal Information. As a Competent Person you agree that giving such consent means that you have given TrackBox permission to collect and process the child's Special Personal Information in the ways described in this Policy.
- 5.4. You understand that your consent to the processing of your Personal Information/Special Personal Information by TrackBox pertains to the provision of information and the TrackBox Technology applications; as well as associated purposes.
- 5.5. Personal Information/Special Personal Information may be processed by TrackBox in the country where it was collected as well as other countries where laws regarding processing of Personal Information differ.

- 5.6. Should you select the option to join the Communication mailing list and receive news alerts, you consent to the receipt of direct marketing communications regarding all business activities and news.
- 5.7. You expressly consent to TrackBox retaining your Personal Information/Special Personal Information once your relationship with TrackBox has been terminated and using the information for aggregate, statistical and reporting purposes.

## **6. HANDLING OF PERSONAL INFORMATION**

- 6.1. Guardian Angels and TrackBox endeavours to comply with all laws and regulations applicable to Guardian Angels and TrackBox pertaining to information and communications privacy including, but not limited to, the 1996 South African Constitution and the Protection of Personal Information Act 4 of 2013 (“the Act”). Guardian Angels and TrackBox Technologies (Pty) Ltd applies the principles of protection of Personal Information under the Act and further legislation referred to in the Act.
- 6.2. Guardian Angels and TrackBox seeks to ensure the quality, accuracy and confidentiality of Personal Information in its possession. You warrant that all Personal Information supplied by you is both true and correct at the time of provision. In the event of any aspect of this Personal Information changing post submission, it is your responsibility to immediately notify TrackBox of the said changes by email to Admin@TrackBox.World.
- 6.3. You agree to indemnify Guardian Angels and TrackBox, their directors, employees, representatives and agents from and against any claims, damages, actions and liabilities including without limitation, indirect, incidental, special, consequential or punitive damages arising out of Guardian Angels and TrackBox’ reliance on your personal information should your personal information contain any errors or inaccuracies.
- 6.4. You warrant that you have the authority, permissions and consent to provide Guardian Angels and TrackBox with any third party information submitted to Guardian Angels or TrackBox.
- 6.5. Guardian Angels and TrackBox will take all reasonable measures in order to ensure your Personal Information is appropriately safeguarded, these precautions include, but are not limited to: firewalls, access control mechanisms via private keys, privacy protocol steps and software protection for information security.

## **7. THIRD PARTY ACCESS TO PERSONAL INFORMATION**

- 7.1. Guardian Angels and TrackBox may share your personal Information with authorised third parties such as service providers to Guardian Angels and TrackBox. These include, but are not limited to, data hosting service providers.

- 7.2. When emergency assistance is requested via the TrackBox Technology applications, TrackBox will share your Personal Information with third parties such as the emergency Responder. You consent to this sharing of information.
- 7.3. Personal Information will be used for administrative purposes, enabling the execution of Services, and for the purpose of crime diagnostics, crime statistics and data analytics with respect to crime management and prevention strategies (and such analytics may be shared with third parties).
- 7.4. Guardian Angels and TrackBox does not permit these parties to use such information for any other purpose than to perform the services that TrackBox has instructed them to provide. All processing is compatible with such purpose.
- 7.5. Guardian Angels and TrackBox may appoint certain agents, third parties and/or service providers which operate outside the borders of the Republic of South Africa. In these circumstances Guardian Angels and TrackBox will be required to transmit your Personal Information outside South Africa. The purpose of the transborder transfer of your Personal Information may include, but is not limited to: data hosting and storage. You expressly consent to the transborder flow of your Personal Information.

## **8. RETENTION AND RESTRICTION OF RECORDS**

- 8.1. On receipt of instructions from you, Guardian Angels and TrackBox will destroy or delete a record of Personal Information about you which Guardian Angels and TrackBox is no longer authorised to retain. This is subject to certain exceptions such as retaining records that Guardian Angels and TrackBox is required by law to retain. Guardian Angels and TrackBox is entitled to retain de-identified information for authorised or legitimate purposes.
- 8.2. In the event that you wish to revoke all consent pertaining to your Personal Information and/or you would like Guardian Angels and TrackBox to remove and/or delete your Personal Information entirely, you may contact Guardian Angels or TrackBox Technologies (Pty) Ltd via email at Admin@TrackBox.World.
- 8.3. Records relating to the provision of information to and/or by you can be retained by Guardian Angels and TrackBox in terms of legislative records retention provisions and includes your Personal Information and/or Special Personal Information.
- 8.4. Guardian Angels and TrackBox retains records for a period that is longer than is required by law for statistical or research purposes.

## **9. UPDATING OF PERSONAL INFORMATION**

- 9.1. You have access to all personal information which you have provided through your MyVault account.

- 9.2. This personal information can be updated by yourself at any time, by logging in to your MyVault account.
- 9.3. You may request access to any Personal Information/Special Personal Information we hold about you at any time by contacting us on Admin@TrackBox.World.
- 9.4. If you believe that Personal Information/Special Personal Information we hold about you is incorrect, incomplete or inaccurate, then you may request us to amend it. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment or that we cannot amend the information as required, we will retain a note about the request.
- 9.5. Where we hold information that you are entitled to access, and if you are unable to access this information through your MyVault account, we will try to provide you with suitable means of accessing it (for example, by emailing it to you).
- 9.6. There may be instances where we cannot grant you access to the Personal Information/Special Personal Information we hold. We may need to refuse access if granting access would interfere with the privacy of others or if it would result in a breach of confidentiality. Should this be the case, we will give you written reasons for any refusal.

## **10. DISCLOSURE OF PERSONAL INFORMATION**

- 10.1. Business records relating to the provision of information or Guardian Angels or the TrackBox Technology to you can be retained by Guardian Angels and TrackBox in terms of legislative records retention provisions and includes your Personal Information. Records can be retained for operational purposes or for evidential purposes. Where Guardian Angels and TrackBox shares your Personal Information/Special Personal Information with Employees and other Service Providers, TrackBox does not permit such parties to use the information for any other purpose than those pertaining using, maintaining and/or running of the TrackBox Technology and associated Services.
- 10.2. We may disclose your Personal Information/Special Personal Information to:
  - 10.2.1. Our employees to enable us to operate;
  - 10.2.2. Fulfil requests by you, and to otherwise provide information and services to you;
  - 10.2.3. Suppliers and other third parties with whom we have commercial relationships, for business and related purposes; and/or
  - 10.2.4. Any organisation for any authorised purpose with your express consent.
- 10.3. We may further disclose your Personal Information/Special Personal Information in the following instances:
  - 10.3.1. To comply with the law or legal process;
  - 10.3.2. To protect Guardian Angels and TrackBox' rights, facilities and other property;
  - 10.3.3. To protect Guardian Angels and TrackBox against any misuse or unauthorised use of the TrackBox Technology applications; and



- 10.3.4. To protect Clients or third parties affected negatively by your action in using the TrackBox Technology applications or Services.
- 10.4. We will disclose Personal Information/Special Personal Information to our service providers who use software programmes and hardware devices to monitor usage in order to identify unauthorised attempts to access, upload, damage or alter information that it has stored.
- 10.5. Personal Information is stored on servers both inside and outside of South Africa.
- 10.6. We have placed security safeguards to protect your Personal Information/Special Personal Information through agreements concluded with Third Party Service Providers. We will not be held liable for any illegal activity or other activity that may result in a claim for damages due to lack of protection of your Personal Information/Special Personal Information whilst under the care of the third party.

## **11. SECURITY OF PERSONAL INFORMATION**

- 11.1. We take reasonable steps to ensure your Personal Information/Special Personal Information is protected from misuse, loss and from unauthorised access, modification or disclosure. However, Guardian Angels and TrackBox does not make any warranties or give any undertakings that the Client information shall be entirely safe and secure from unauthorised access or use. We may hold your information in either electronic or hard copy form. We use third parties who may have access to your Personal Information and who have undertaken to protect your Personal Information.
- 11.2. Should an unauthorised person/s gain access to your Personal Information Guardian Angels or TrackBox will contact you within a reasonable time to inform you of such access.
- 11.3. As our TrackBox Technology and the Services are linked to the internet, and the internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us online. We also cannot guarantee that the information you supply will not be intercepted while being transmitted over the internet. Accordingly, any Personal Information/Special Personal Information or other information which you transmit to us online is transmitted at your own risk.

## **12. DATA SUBJECT PARTICIPATION**

- 12.1. Should you have enquiries concerning Personal Information processed by Guardian Angels and TrackBox, you can request feedback that describes the Personal Information held by Guardian Angels and TrackBox, and information about third parties, or categories of third parties who provide services to Guardian Angels and TrackBox, who have, or have had, access to the information. You may request Guardian Angels and TrackBox to correct or delete your Personal Information in its possession or under its control that is inaccurate, irrelevant, excessive, misleading or obtained unlawfully; or destroy or delete a Personal Information that Guardian Angels and TrackBox is no longer authorised to retain. As a Client, you have the right to request access, correction or deletion of your Personal Information.

### **13. INDEMNITY**

- 13.1. You agree to indemnify Guardian Angels and TrackBox, their directors, employees, representatives and agents from and against any claims, damages, actions and liabilities including without limitation, loss of profits, direct, indirect, incidental, special, consequential or punitive damages arising out of Guardian Angels or TrackBox' reliance your Personal Information should your Personal Information contain any errors, inaccuracies or be irrelevant to the use of the Application.

### **14. CONTACTING US**

- 14.1. Should you have any questions about this Privacy Policy, or require a correction to be made to your Personal Information that Guardian Angels or TrackBox keeps on record, or a copy of the record itself, or should you feel that you would like to object to the collection, use or processing of your Personal Information by Guardian Angels or TrackBox, or that you would like us to delete your personally identifiable information, then kindly send an e-mail to Admin@TrackBox.World. We will endeavour to make the correction, provide you with the record, cease processing of your Personal Information and/or delete it, in accordance with your request.
- 14.2. We will treat your requests or complaints confidentially.

### **ANNEXURE C: MEMBER BENEFITS**

#### **MEMBER BENEFITS: TRIGGER – ACCIDENTAL BODILY INJURY ONLY – CORE COVER**

- **EVAC24** – Emergency line 0861 3822 24
- Distribution of South Africa's largest ambulance networks, including Netcare 911, ER24, emergency med, private and government ambulance service.

**Insured benefits:**

- R10 000/R25 000/R50 000/R75 000/R100 000 Accidental Permanent Disability
- R10 000/R25 000/R50 000/R75 000/R100 000 Accidental Death
- R10 000/R25 000/R50 000/R75 000/R100 000 Accidental Medical Expenses and Emergency Evacuation

\*Please note this is NOT a medical aid

\*\*Please refer to the policy documents for a full explanation of the benefits

**EXCLUSIONS** Apply as per policy wording on risk and services products

**TERRITORIAL LIMITS** Coverage applies in most SADC Region unless otherwise restricted by an endorsement and/or memorandum to this policy.

**OPERATING TIME** Coverage applies 24 hours a day, 7 days a week unless otherwise restricted by endorsement and/or memorandum to this policy.

**MEMBER BENEFITS: TRIGGER – ACCIDENTAL BODILY INJURY ONLY – EVACUATION COVER**

- **EVAC24** – Emergency line 0861 3822 24
- Distribution of South Africa's largest ambulance networks, including Netcare 911, ER24, emergency med, private and government ambulance service.

**Insured benefits:**

- R10 000/R25 000/R50 000/R75 000/R100 000 Accidental Medical Expenses and Emergency Evacuation

\*Please note this is NOT a medical aid

\*\*Please refer to the policy documents for a full explanation of the benefits

**EXCLUSIONS** Apply as per policy wording on risk and services products

**TERRITORIAL LIMITS** Coverage applies in most SADC Region unless otherwise restricted by an endorsement and/or memorandum to this policy.

**OPERATING TIME** Coverage applies 24 hours a day, 7 days a week unless otherwise restricted by endorsement and/or memorandum to this policy.

**MEMBER BENEFITS: TRIGGER – ACCIDENTAL BODILY INJURY ONLY – COMPREHENSIVE COVER**

- **EVAC24** 0861 38 2224
- Distribution of South Africa's largest ambulance networks, including Netcare 911, ER24, emergency med, private and government ambulance service.

**Insured benefits:**

- R100 000 Accidental Permanent Disability
- R100 000 Accidental death
- R100 000 Accidental Medical Expenses
- R1000/day hospitalization medical cash up to 90 days

- Claims prep Cost – up to R25 000
- Crime Benefit – R5 000
- Disfigurement – Included
- Disappearance – Included
- Life Support Equipment – up to R25 000
- Mobility cost – up to R100 000
- Relocation cost – up to R50 000
- Educational Rehabilitation cost – 80% up to R100 000
- Seat Belt Extension – R5 000

**EXCLUSIONS** Apply as per policy wording on risk and services products

**TERRITORIAL LIMITS** Coverage applies in most SADC Region unless otherwise restricted by an endorsement and/or memorandum to this policy.

**OPERATING TIME** Coverage applies 24 hours a day, 7 days a week unless otherwise restricted by endorsement and/or memorandum to this policy.

## **ANNEXURE D: GUARDIAN ANGELS MOTORCYCLE ROADSIDE ASSISTANCE - Terms and Conditions**

### **WHAT THE SERVICES PROVIDE**

Trackbox Technologies (Pty) Limited (Trackbox, Us, We) shall provide roadside assistance services to you, as a Guardian Angels Member (you, your) who has elected to include the cost of such services in your monthly Guardian Angels membership fee. The following services are available to you and your recorded motorcycle/s:

#### **Roadside Assistance Services**

In the event of a roadside emergency, the following services are available (limited to R750 per incident):

- Flat battery (jump start only);
- Fuel assistance (limited to five litres per incident);
- Minor roadside running repairs (electrical, coil, immobiliser, etc.);
- Transmission of urgent messages; and
- Overnight storage of motorcycle.

#### **Tow-in Services**

- Tow-in Service to the nearest Insurer approved dealership, repair centre or panel beater ("Tow-in Service Provider"), and storage, in the event of:
  - Accident damage - up to R2 500
  - Mechanical breakdown - up to R750
  - Electrical breakdown - up to R750

#### **Breakdowns exceeding 100km from home**

On condition that towing is arranged via Trackbox, overnight accommodation up to R750 will be provided for you. In the event that it is necessary for a recorded motorcycle to remain at a Tow-in Service Provider for repairs, we will pay up to R1 000 towards the cost of transporting it back to your place of residence.

#### **Conditions apply:**

- i) Services **must be** arranged using the Guardian Angel TrackBox App which must be downloaded onto your mobile device, or by phoning the 24 hour Emergency number on 08616-87225.
- ii) Towing authorised by yourself or emergency personnel on the scene of an accident, that was not arranged by Trackbox, will be limited to R2 500 (total cost of towing and storage).
- iii) Any other roadside assistance not arranged via Trackbox, will be for your account.
- iv) An overall limit of R7 500 per annum is applicable to the sum of all Services.
- v) You will not be entitled to Services where the recorded Motorcycle is not, in the sole opinion of Trackbox, in a roadworthy condition.
- vi) Assistance is only available in South Africa, Lesotho and Swaziland.

### **HOW TO ACCESS THE SERVICES**

The Roadside Assistance Call Centre operates 24 hours a day, 7 days a week. You can access it either through the:

- toll-free number 08616-87225; or
- Guardian Angel TrackBox app, available on both the iStore and Google Play.

Directing requests from yourselves through to the Call Centre allows you to benefit from Trackbox's established relationships within the emergency services industry, ultimately saving you both time and money. The app enables the additional benefits of providing your exact location, thus allowing you to be reached more efficiently.

### **GENERAL TERMS AND CONDITIONS OF THE SERVICES**

You will not receive the services unless you fulfil all your obligations set out in these Terms and Conditions and pay the monthly membership due, up to the date of the event giving rise to the need for the services. These services shall be voidable if there is any misrepresentation, misdescription or non-disclosure of any material information relevant to this agreement.

### **Cancelling access to the services**

Access to these services may be cancelled at any time by either party giving 31 (thirty one) days' notice in writing. Should multiple claims for the services be lodged by the Guardian Angels member, we may at our discretion, provide 31 (thirty one) days' notice of termination of the services.

### **Fraud or any attempt thereof**

If you or anyone acting on your behalf submits a fraudulent request for services, or forged or false document to support such a request, then Trackbox will not honour the associated costs and will cancel your access to the services with immediate effect. Trackbox is entitled to recover any amount that was paid out in respect of the services related to this false request for services.

### **Transfer**

You may not transfer these Roadside Assistance Services to anyone else.

### **Dual cover**

In the event that you have an insurance policy taken out against the recorded motorcycle, Trackbox shall not be liable to pay more than the rateable portion of the services ie: where you have an insurance policy that covers the same event, Trackbox shall only be liable fund 50% of the costs.

### **PERSONAL INFORMATION CONSENT**

By partaking in the Roadside Assistance services you are providing us with your consent to use, obtain, share and otherwise process your Personal Information (as defined by the Protection of Personal Information Act, 2013), as required to provide you with the services and to mitigate fraudulent requests. Third parties with whom your Personal Information may be shared include, but are not limited to, Monitor Administrators (Pty) Limited (Registration No: 2003/004608/07) and the South African Insurance Crime Bureau. Your consent will survive the termination of your membership.

Your Personal Information collected by ourselves and/or our affiliated third parties may be used for *inter alia* following reasons:

- i) to establish and verify the identity of the Guardian Angel Member and information provided by them.
- ii) to enable us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the any applicable laws;
- iii) to validate any service requests and obtain necessary Personal Information from the South African Police Services (SAPS) in cases where the recorded motorcycle has been involved in a crime or accident; and
- iv) to obtain the monthly Guardian Angels's credit information where applicable, from any of the credit bureaus.

**ANNEXURE E: TRACKER UNIT WARRANTY**

1. 24 months from invoice date
2. Warrantees not applicable in the event that the Tracker Unit has:
  - a. suffered water damage where the Tracker Unit casing or cover has been cracked or damaged,
  - b. or abuse damage,
  - c. or experienced over voltage.
3. If non functionality and the Tracker Unit Tracker Unit does not suffer from water or abuse damage or over voltage the TUSP will replace or repair the Tracker Unit